

00-728-0021
(73030) 589513-1
Cover, Throttle valve

PRODUCTION LOT TESTING REQUIREMENTS

[WITNESSED AND ACCEPTED AT THE CONTRACTORS FACILITY]

The material produced under contract shall be accepted by the cognizant CAO/QAR upon the successful completion of these requirements.

THE PRODUCTION LOT INSPECTION SHALL BE PERFORMED AT THE CONTRACTORS FACILITY WITNESSED AND ACCEPTED BY THE DCMA/QAR. A LETTER OF FINDINGS SHALL BE FORWARDED TO THE DEFENSE SUPPLY CENTER PCO.

I. Production Lot Test Requirements

A. The cognizant CAO/QAR shall select two (2) item (s) at random from the production lot.

II. The tests to be performed under the Production Lot Sample testing provisions of the contract are:

- A. Compliance with drawings and all specification referenced therein.
- B. Dimensional Check

In addition to the above tests, the Production Lot Sample(s) to be delivered hereunder shall also be subjected to those tests which will demonstrate that the sample(s) comply with contract requirements.

III. Testing location

A. The Production Lot inspection shall be performed at the contractor's plant, by the contractor and witnessed and accepted by the DCMC/QAR. Within fifteen (15) days of completion of Production Lot Testing the CAO/QAR shall prepare and submit two (2) copies of their test report with conclusions and recommendations to the Contracting Officer All 1423 requirements apply.

B Sample(s) may be considered as production items under the contract provided sample(s) can be refurbished to ready For Issue (RFI) condition and provided sample(s) have inspection approval of the cognizant DCMC. Sample(s) may be shipped as production items only after all other units required under the contract have been produced and are ready for shipment.

PRODUCTION LOT TESTING (CONTRACTOR TESTING)

A. If the contractor fails to provide any Production Lot Samples for testing within the time or times specified, or if the contracting officer disapproves any Production Lot Samples, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause of this contract, and this contract shall be subject to termination for default.

B. In order for a Production Lot to be acceptable, all samples representative of the lot must pass all the contract requirements. In the event a sample fails to pass such requirements, the lot will be rejected. In such event, the government may, at its option and at no additional cost to the government, (I) terminate all or any portion of this contract for default, (II) require the manufacture of a new Production Lot, or a rework of the rejected Production Lot if the means and procedures by the contractor for rework are acceptable to the government, or (III) require the submission of additional samples for test. The foregoing procedures shall apply to new or reworked Production Lots in the same way as they did to the original Production Lot.

C. For each additional sample or each resubmission of a modified sample which the contractor is required to submit for approval hereunder as a result of a failure of a previous sample to conform to the requirements of the specification, the contractor shall pay to the government the costs of reinspection, examination and retesting and the contractor and his sureties (if any) shall be liable for the amount of such costs.

D. Nothing contained in the foregoing provisions of this clause and no action of the government in accordance herewith, shall in any way prejudice the right of the government under the clause of this contract entitled Default.